



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

there is a complete disposition by will. *Bund v. Green*, 12 Ch. Div. 819; *Tabor v. McIntire*, 79 Ky. 505. This doctrine seeks to give effect to the testator's intention and yet to keep within the reason of the older view. As a matter of construction, the result of the orthodox view might often, but not always, be reached by the aid of the presumption in favor of heirs as in the principal case. *In re Plumly's Estate*, 261 Pa. 432, 104 Atl. 670; *Young v. Quimby*, 98 Me. 167, 56 Atl. 656. On principle, the intention of the testator should control, and negative words alone, even without positive disposition to others, should be sufficient to disinherit.

WILLS — CONSTRUCTION — WHETHER LIFE ESTATE OR ABSOLUTE INTEREST. — The testator by his will gave to his wife "all my property, both real and personal, to have hold and use for her own exclusive benefit so long as she shall live." The executor was the only other person named in the will. *Held*, that the widow took an absolute interest in the entire estate. *Gilham v. Walker*, 12 Queens. L. R. 9.

The absence of words of inheritance in a devise will not deprive the devisee of the fee in realty where it appears from the whole will that the testator intended to give an absolute interest. *Richardson v. Noyes*, 2 Mass. 56; *Defreese v. Lake*, 109 Mich. 415, 67 N. W. 505. In the principal case, however, the language would seem to point clearly to a life estate only. It is true that words similar in tenor to "have hold and use for her own exclusive benefit" have been construed to give the devisee power to alienate the fee. *McGuire v. Gallagher*, 99 Me. 334, 59 Atl. 445; *Newlin v. Phillips*, 60 Atl. 1068 (D. Ch.). But a life estate in real property, expressly created, will not — at least, if remaindermen are designated — be enhanced into a fee by reason of its being accompanied by an unlimited power of disposition. *Archer v. Palmer*, 112 Ark. 527, 167 S. W. 99; *Mansfield v. Shelton*, 67 Conn. 390, 35 Atl. 271. To distinguish these cases the fact may be seized upon that, in the principal case, no remaindermen are named; for such a designation is an indication of the intention of the testator that the first named beneficiary is to have a life estate only. *Hill v. Gianelli*, 221 Ill. 286, 77 N. E. 458. Nevertheless, the decision seems to be an extreme illustration of a mechanical application of rules of construction.

WILLS — HOLOGRAPHIC WILLS — REQUISITES — SUFFICIENCY OF DATE. — An illiterate man, ill in a hospital, wrote a letter on one sheet of paper, which, after corrections in spelling, was as follows: "4/ 12/ 17th. Maude Clarke, 351 Jones Street, Brookfield Apartments, Apartment 201. I leave her \$2,000.00 more, cash money. Jack Olssen. My mind is clear. I leave her all. Jack Olssen." The lower court admitted this letter to probate as a holographic will, holding the dating to be sufficient, and admitting the testimony of the nurse that the entire letter was written at one time, and that it was delivered to the proponent for safe-keeping. *Held*, that there was no error. *In re Olssen's Estate*, 184 Pac. 22 (Cal.).

In a number of states a testamentary paper wholly in the handwriting of the testator is a valid will without attesting and subscribing witnesses. But the statutes controlling such holographic wills vary in some particulars. California, Louisiana, and Montana specifically require that such a will be dated. See 1915 CIV. CODE OF CAL., § 1277; 1912 REV. CIV. CODE OF LOUISIANA, Art. 1588; 1907 REV. CODE OF MONTANA, § 4727. To constitute a good date, the month, the day of the month, and the year must be given. *In re Anthony's Estate*, 21 Cal. App. 157, 131 Pac. 96; *Heffner v. Heffner*, 48 La. Ann. 1088, 20 So. 281. Place of execution is not part of the date. *Stead v. Curtis*, 191 Fed. 529. Usual abbreviations are valid. *In re Chevallier's Estate*, 159 Cal. 161, 113 Pac. 130; *In re Lakemeyer's Estate*, 135 Cal. 28, 66 Pac. 961. But the omission

of any element of the date is fatal. *In re Carpenter's Estate*, 172 Cal. 268, 156 Pac. 464; *In re Vance's Estate*, 174 Cal. 122, 162 Pac. 103; *In re Noyes' Estate*, 40 Mont. 190, 105 Pac. 1017. If the paper is properly dated it is presumed that the entire paper was written at one time. *La Grave v. Merle*, 5 La. Ann. 278. Arkansas and Tennessee require that the handwriting of the testator be proved by three disinterested witnesses in the case of realty and two such witnesses in the case of personalty. *Ex parte Hoerner*, 27 Ark. 443. See 1917 SHANNON'S CODE OF TENN., § 3896. The usual provision as to the custody of a holographic will is that it must be found among the valuable papers or effects of the testator or lodged in the hands of any person for safe-keeping. The beneficiary is a proper person. *Alston v. Davis*, 118 N. C. 202, 24 S. E. 15. While it would be desirable not to allow holographic wills, or, if they are sanctioned, to have strict requirements rigidly enforced, the instant decision is correct under the California statute.

WILLS — PROBATE — DOCUMENTS AND STATEMENTS ENTITLED TO PROBATE. — A soldier *in expeditione* indicated, in a letter to his wife, certain desired changes in his will, and requested that his solicitor be notified to alter it accordingly. The soldier died before such alteration was made. The letter was offered as a testamentary document. *Held, obiter*, that it should be received. *Godman v. Godman*, [1919] 2 P. 229, 233.

The authorities are divided as to the legal effect of such expressions indicating the decedent's desires as to the *post-mortem* disposition of his property. Testamentary character has been ascribed to them when the deceased had no opportunity to execute the contemplated will or codicil. *Gatward v. Knee*, [1902] P. 99; *McBride v. McBride*, 26 Gratt. (Va.) 476, 482. Such expressions, though unaccompanied by an intent that they should themselves operate in a testamentary capacity, have been admitted to probate. *Toebbe v. Williams*, 80 Ky. 661; *Alston v. Davis*, 118 N. C. 202, 24 S. E. 15; *Mulligan v. Leonard*, 46 Iowa, 692. But other courts require that the statement indicate, on its face, an intent to make it a testamentary one. *Waller v. Waller*, 1 Gratt. (Va.) 454. Similarly, a death-bed utterance was considered inadmissible, as a nuncupative will, since the deceased was unaware that the law ascribed a testamentary character to it. See *Campbell v. Campbell*, 21 Mich. 438, 444. Probate has also been refused to memoranda of intended testamentary dispositions, despite full compliance with the formal requisites of a will. *Hocker v. Hocker*, 4 Gratt. (Va.) 277; *Popple v. Cunison*, 1 Add. Eccl. 377. But see *contra*, *Haberfield v. Browning*, 4 Ves. Jr. 200, note; *Scott's Estate*, 29 W. N. C. (Pa.) 176; *Barwick v. Mullings*, 2 Hagg. Eccl. 225. But the true test seems to be neither the legal knowledge of the deceased nor the technical wording of his statement, but the one formulated in the principal case: whether, assuming the necessary formalities to have been observed, his statement was a deliberately expressed desire as to the disposition of his property to be made after his death. Authority, as well as principle, supports the adoption of this test. *Bartholomew v. Henley*, 3 Phillim. Eccl. 317; *Barney v. Hayes*, 11 Mont. 571, 29 Pac. 282; *Dalrymple v. Campbell*, [1919] P. 7.

WILLS — REVOCATION — DEPENDENT RELATIVE REVOCATION BY WRITTEN INSTRUMENT. — The testator made a valid will. Later he obtained a printed form on which these words among others appeared: "I hereby revoke all wills by me at any time heretofore made." This blank form was duly executed, and afterwards various devises and bequests were written in by the testator, but the complete instrument was never executed. *Held*, that the revoking clause is inoperative. *In Goods of Irvine*, 53 Ir. L. T. R. 143.

An act of revocation, such as tearing or canceling, will not be given effect where the intent to revoke was dependent upon some later event which never